

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 6</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0002</div>		3. EFFECTIVE DATE <div style="text-align: center;">27-Jun-2005</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W81C8C-5171-0001</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE CONTRACTING DIVISION USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST RM 4.207 ST LOUIS MO 63103-2833		7. ADMINISTERED BY (If other than item 6) CODE <div style="text-align: center; font-weight: bold;">See Item 6</div>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. W912P9-05-R-0715			
				X 9B. DATED (SEE ITEM 11) 23-Jun-2005			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <div style="text-align: center;">Emergency Temporary Roof Repair - Louisiana and Mississippi</div> Changes to Section 00110 Volume I, Section II - - Experience, Personnel & Specialized Expertise Add: TABS 4 & 5 - Best Practices Proposal to Minimize Damage to Metal Roofs and Repair Small Areas of Damage to roofs. TAB 6 - Best Practices to Develop/Maintain an Electronic Database Tracking and Scheduling Assigned Work Continued on page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 28-Jun-2005	

Changes to Section 00120

Subparagraph 5.3.2 – Delete in its entirety.

Changes to Section 00700:

Delete Clause FAR 52.246-21 “Warranty of Construction” in its entirety.

Changes to Section 00800:

ADD :

REQUIRED INSURANCE – WORK ON A NON-GOVERNMENT INSTALLATION.

- a. The contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the following schedule:

(1) Workmen’s Compensation. Amounts required by applicable jurisdictional statutes.

(2) Employer’s Liability Insurance. \$100,000.

(3) Comprehensive General Liability Insurance.

Bodily Injury	\$500,000 per occurrence
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(4) Comprehensive Automobile Insurance.

Bodily Injury	\$200,000 each person \$500,000 each accident
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Property Damage	\$ 20,000 each accident
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- b. Within 72 hours after receipt of Notice of Award and before commencing work under this contract, the contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the contractor give written notice to the Contracting Officer, whichever period is longer.
- c. The contractor shall insert the substance of this clause, including this paragraph c, in subcontracts under this contract and shall require subcontractors to provide and maintain the insurance required in paragraph a above. The contractor shall maintain a copy of all subcontractor’s proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
- d. Statements of insurance should be submitted to the following address:

Department of the Army
St. Louis District, Corps of Engineers
CEMVS-CT
1222 Spruce Street
St. Louis, MO 63103

Responses to questions received:

Questions: Within 72 hours of Task Order issuance the contractor is to present a Certificate of Insurance. Requirements for insurance are not addressed in either the General or Special Provisions. Please explain what types and levels of insurance will be required.

Answer: Amendment 0002 addresses the types and levels of insurance.

Question: Within 24 hours of Task Order issuance the contractor is to present Performance and Payment Bonds for '100 percent of the original contract price. Based on the definition of the "Original Contract Price" in the Request For Proposal, the original contract price is assumed to be \$100,000. Will the contractor be required to provide one \$100,000 P&P Bond with the first Task Order to cover the first and all subsequent task orders or should the bond value be for the task order amount or is there some other value the bond should be made out for with each task order? Please explain. (We recommend a \$100,000 P&P bond be posted upon contract award for immediate submittal upon task order issuance and (if the bonds need to be revised to cover the task order value) require revised bonds for additional amounts to be submitted within 5 days after TO issuance). Additionally, based on experience, it has not been possible to get a surety to issue bonds on Saturday or Sunday. In this situation, can the bonds be submitted the following Monday? Also, as work is completed, will the contractor be required to maintain the full face value of the bonds even when effort is 90% complete and the contractor has proven payment of vendors/subcontractors and the government has signed off on completion of work? Will the Government consider a rolling bond or the release of bond commitments as work is accomplished and proof of vendor/subcontractor payment is furnished?

Answer: The contractor will be required to provide a Performance and Payment Bond for "100% of the original contract price which is \$100,000.000. Upon issuance of the first task order and any subsequent task orders the contractor will be required within 24 hours to present Performance and Payment Bonds for 100% of the task order amount. The Government will not consider a rolling bond or the release of bond commitments as work is accomplished and proof of vendor/subcontractor payment is furnished.

Question: FAR Clause 52.246-21 "Warranty of Construction" requires a 1 year warranty after acceptance by the Government, yet the Right of Entry form the Government requires the property owner to sign tacitly requires the property owner to protect and maintain the materials until the Government collects the materials at a later date. Given the property owner's responsibility and the Government's acceptance of work performed, what type of warranty effort does the Government foresee being required of the contractor?

Answer: Amendment 0002 deletes clause 52.246-21 "Warranty of Construction"

Question: Neither the General nor Special Provisions address either a waiver of consequential damages nor a limitation of liability, however, the Right of Entry form (included in the solicitation) paragraph 4. holds and saves harmless the Government and its contractors "for any damage or loss of any type whatsoever, either to the above described property or persons situated thereon, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned has or may have pursuant to this right of entry." Does the Government intend the language identified in the Right of Entry to protect both the Government and its contractors against both consequential damages and potential liabilities while on the owner's premises?

Answer: YES, The Government does intend the language identified in the Right of Entry to protect both the Government and its contractors against both consequential damages and potential liabilities while on the owner's premises.

Question: During temporary repair efforts last year, the Government retained a certain amount of payment to cover resolution of potential claims. Does the Government intend to hold harmless clause in the Right of Entry form to alleviate the need for retention of payments or does the Government intend to continue retaining part of the contractor's payments to cover potential claims?

Answer: The Government will retain 10% of the contractor's payments to cover potential claims.

Question: The Government cites liquidated damages will be assessed at \$150.00/day/ROE (with no cap) in the General Conditions of the RFP and provides specific dollar amounts for LDs for each ramp-up day in the Special Provisions. Please explain which will apply.

Answer: Section 800, paragraph 6.0 refers to the first phase liquidated damages which is failing to meet ramp up or full production. The dollar values in 6.2 applies. Paragraph 6.0 also addresses a second phase during production, if the contractor fails to meet his minimum production target. The second phase will be for full production. The Clause 52.211-12 – Liquidated Damages applies in that the task orders will specify a completion time – Liquidated damages for failure to comply with the time specified is an additional \$150 per house per calendar day.

Question: The Government expects the contractor to ramp up personnel to perform specific quantities of repairs per day and will assess liquidated damages if all repairs are not completed on time. How does the government intend to compensate the contractor (if at all) if the contractor has ramped up personnel to the required performance levels and the Government can not provide enough ROEs to utilize all the personnel required to operate at the stipulated performance level?

Answer: The government does not intend to compensate the contractor except as provided in the clause 252.243-7002 Request for equitable adjustment.

Question: The Government has cited that certain types of personnel will be required to be available on site for the Government's coordination and consultation. Will only these people (and the required work crews) be required to be on site or will the Government expect to see other people on site employed by the contractor in other job categories? If so, what other job categories?

Answer: The Government will only want the types of personnel specified in the RFP.

Question: The table in Section 4.3 of Spec section 00110 lists three tabs in Volume I, Section II which is consistent with the evaluation criteria listed in Section 00120. Are we correct in assuming that Spec section 00110, subsections 5.2.3 – Best Practices to minimize damage to metal roofs and 5.2.4 Best practices to repair small areas of damage on roofs were unintentionally left in the RFP and do not need to be addressed in this section? Considering that these items are also included as bid items in the pricing schedule, where would the discussion of our proposed best practices go, and how are they to be evaluated?

Answer: See verbage above.

Question: Instructions to bidders section 00110 lists 5 tabs, while Section 00120, Evaluation criteria includes 4 tabs (it does not include a description of the evaluation criteria for Organizational and Managerial Structure to Support Rapid or Long Term Deployment). Please clarify this discrepancy.

Answer: See Amendment 0001

Question: Instructions to bidders section 00110 1, paragraph 5.2.2, Volume I, Section II, Expertise in Disaster Response and Expertise in Roofing or Roofing Missions, Tabs 2 and 3 states: "Provide at least two (2) and not more than five (5) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in this solicitation." Can you clarify whether you want 2 to 5 projects for each tab?

Answer: Only 2 to 5 projects total.

Question: Please help me understand the "ramp up" requirements that are set for in the specifications for the above referenced solicitation. It appears there are two different periods, one for a five day, and one for a 10 day period with 200-700 houses for the former and 700-1500 houses for the latter. Which one should our proposal be prepared by, because it seems that the small quantity requirements would be less costly than the larger quantity and there is no chance to make that cost change in the proposal documents.

Answer: The Ramp-up is a gradual increase to full production starting with day 2 and increasing through the 20th day. This is one schedule. On the 2nd day the contractor is required to roof 50 houses. The third day 100 houses, fourth day 150 houses, fifth day 200 houses. Then the contractor has (7) seven days to ramp up to 15% of the minimum target of 700 houses.

Ramp-up	Minimum Production Target	Contractor's Ramp-up to Full Production	Minimum No. of roofs
5-Days	200 to 700 Roofs/Day	2 nd day – 25% of minimum target	(50)
		3 rd day – 50% of minimum target	(100)
		4 th day – 75% of minimum target	(150)
		5 th day – 100% of minimum target	(200)
		From the 5 th day to the 12 th day the contractor has time to Ramp up to 15% of 700 roofs. (105 + 200 = 305)	
10-Days	700 to 1500 Roofs/Day	2 nd day – 15% of minimum target	(305)
		4 th day – 25% of minimum target	(480)
		6 th day – 50% of minimum target	(830)
		8 th day – 75% of minimum target	(1355)
		10 th day – 100% of minimum target	(2055)

Question: What types of immunizations are required?

Answer: Tetanus is required.

Question: Paragraph 52.232-5 (b) Progress Payments – states the government will make monthly payments or at more frequent intervals as determined by the Contracting Officer.

In Section 01000 page 8 of 8, 8.6 reads that payment will be made bi-weekly.

What will apply to this contract, monthly, bi-weekly or more often?

Answer: Payment will be made bi-weekly.